



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Adopt Resolution Awarding Construction Contract for Finance Department Relocation Project to Sequoia Pacific Builders, Inc., of Roseville (\$598,160) and Appropriating \$100,000 in Additional Funds (Total Project \$750,000)

**MEETING DATE:** September 3, 2008

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the construction contract for the Finance Department Relocation Project to Sequoia Pacific Builders, Inc., of Roseville, California, in the amount of \$598,160; authorizing the City Manager to execute change orders within the project budget (\$750,000); and appropriating \$100,000 for the project.

**BACKGROUND INFORMATION:** At its July 16, 2008 meeting, Council authorized the advertisement for bids for the construction of the above project. Bids were received and opened on August 21, 2008. A total of 12 bids were received. Sequoia Pacific Builders, Inc., was the lowest responsible bidder meeting the bid requirements.

The construction project includes the renovation of the interior space, staff bathrooms, ADA access, and new heating, ventilation and air conditioning (HVAC). The total project appropriation includes project-related expenses, such as the cost to relocate existing office system furniture, and contingencies. The contract requires all work to be completed within 210 calendar days.

On August 21, 2008, the following bids were received:

| Bidder                         | Base Bid     | Bid Bond | Addendum Receipt | Prebid Attendee |
|--------------------------------|--------------|----------|------------------|-----------------|
| Sequoia Pacific Builders, Inc. | \$598,160.00 | Yes      | Yes              | Yes             |
| BC Construction                | \$624,939.00 | Yes      | Yes              | Yes             |
| Diede Construction             | \$636,744.00 | Yes      | Yes              | Yes             |
| SW Allen Construction          | \$680,927.00 | Yes      | Yes              | Yes             |
| BRC Construction               | \$689,405.00 | Yes      | No               | Yes             |
| Matt McCarty Construction      | \$696,516.00 | Yes      | Yes              | Yes             |
| SLS Construction, Inc.         | \$722,000.00 | Yes      | Yes              | Yes             |
| Roek Construction              | \$722,000.00 | Yes      | Yes              | Yes             |
| The McDonald Glenn Co.         | \$736,206.00 | Yes      | Yes              | Yes             |
| Purdy Builders, Inc.           | \$772,100.00 | Yes      | No               | Yes             |
| Hometown Construction, Inc.    | \$777,777.00 | Yes      | Yes              | Yes             |
| Kel-Tec Builders               | \$835,480.00 | Yes      | Yes              | Yes             |

APPROVED:

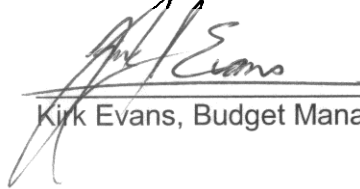
Blair King, City Manager

Adopt Resolution Awarding Construction Contract for Finance Department Relocation Project to  
Sequoia Pacific Builders, Inc, of Roseville (5598,160) and Appropriating \$100,000 in Additional Funds  
(Total Project \$750,000)  
September 3, 2008  
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**FISCAL IMPACT:** Savings from current lease payments will be used to offset project costs  
Total cost recovery is approximately 4.5 years/55 months.

**FUNDING AVAILABLE:** Funding is included in the budget for fiscal year 2008/09 General Fund  
Capital (5650,000).

Requested Appropriation: General Fund Capital (1211) \$100,000

  
Kirk Evans, Budget Manager

  
F. Wally Sandelin  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

FWS/GW/pmf

cc: Dennis Callahan, Fleet and Facilities Manager  
Gary Wiman, Construction Project Manager

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and SEQUOIA PACIFIC BUILDERS, INC., herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans (Drawings)
- Specifications
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to furnish all labor, material, tax, equipment, and services necessary for the construction and completion of the "City of Lodi Finance Department Relocation" Project and associated improvements. The Project includes: demolition, framing, concrete, plumbing, HVAC, HVAC controls, electrical, voice and data cabling, and all associated work as described in the project plans (drawings) and specifications, all in accordance with the specifications and working details and other contract documents now on file with the Director of Public Works, City Hall, 221 W. Pine Street, Lodi.

| Item | Description                                      | Unit | Total Price  |
|------|--|------|--------------|
| 1.   | Finance Department Relocation Project (Lump Sum) |      | \$598,160.00 |

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within **210 CALENDAR DAYS**.

When signing this contract, the contractor agrees that the time of completion for this contract is reasonable and the contractor agrees to pay the city liquidated damages of \$1,000.00 **per day for each day the work is not completed** beyond the time specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Blair King  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2008-177

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE CONSTRUCTION CONTRACT FOR  
FINANCE DEPARTMENT RELOCATION PROJECT,  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
CHANGE ORDERS WITHIN THE PROJECT BUDGET,  
AND FURTHER APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 21, 2008, at 2:00 p.m. for the Finance Department Relocation Project described in the specifications therefore approved by the City Council on July 16, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <u>Bidder</u>                  | <u>Base Bid</u> |
|--------------------------------|-----------------|
| Sequoia Pacific Builders, Inc. | \$598,160.00    |
| BC Construction                | \$624,939.00    |
| Diede Construction             | \$636,744.00    |
| SW Allen Construction          | \$680,927.00    |
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| Hometown Construction, Inc.    | \$777,777.00    |
| Kel-Tec Builders               | \$835,480.00    |

WHEREAS, staff recommends awarding the construction contract for the Finance Department Relocation Project to the lowest responsible bidder, Sequoia Pacific Builders, Inc., of Roseville, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the construction contract for the Finance Department Relocation Project to the *lowest* responsible bidder, Sequoia Pacific Builders, Inc., of Roseville, California, in the amount of \$598,160; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute change orders within the project budget of \$741,576; and

BE IT FURTHER RESOLVED that funds in the amount of \$150,000 be appropriated from the General Fund Capital Account for this project.

Dated: September 3, 2008

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I hereby certify that Resolution No. 2008-177 was passed and adopted by the Lodi City Council in a regular meeting held September 3, 2008, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,  
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a horizontal line extending to the right.

RANDI JOHL  
City Clerk